the defendant was submitted to the jury. It will be seen, therefore, that this is not a case of the breach of a duty imposed by statute to keep a light burning in the hallway at certain hours, such as Pesin *v.* Jugovich, 85 N. J. Law, 256, 88 Atl. 1101. Nor is it a case of the breach of the duty which the landlord owes to his tenants of apartments to take reasonable care to have the common halls and stairways reasonably fit for use for the passage of the tenants and their visitors, of which Gillvon *v.* Reilly, 50 N. J. Law, 27, 11 Atl. 481 is an example. As pointed out in Gleason *v.* Boehm, 58 N. J. Law, 475, 34 Atl. 886, 32 L. R. A. 645, while the landlord is required to take reasonable care to have the common halls and stairways reasonably fit for use for the passage of the tenants, he is under no obligation to furnish means for their safe use, and is therefore under no duty (unless assumed by contract) to furnish a light, although such light may be necessary for safe use. Incidentally, in dealing with that case, Mr. Justice Magie said:

" 'The landlord doubtless may, and probably usually does, assume the duty of providing necessary light in such cases by contract with his tenants. There was evidence that defendant had usually provided a light in the lower hall, and had employed a person to light it. Upon this evidence the court might have been requested to direct the jury to determine whether an implied contract to maintain such light, at least until notice of its discontinuance had been given, might not be inferred and a corresponding duty to maintain it. But no such request was made, and we cannot consider now whether, if made, it could have been properly granted.'

"The underlying principle of the question there stated, but not decided, is invoked in the present case. We think the true rule is that if a landlord assumes the duty of providing and maintaining a light upon a stairway, it continues thereafter to be his duty to exercise reasonable care to maintain a light there until notice of its discontinuance has been given, and failure to perform such duty is negligence, and a tenant who is injured because of such negligence whilst himself in the exercise of due care, is entitled to recover. Andre *v.* Mertens, 88 N. J. Law, 626, 96 Atl. 893; Kargman *v.* Carlo, 85 N. J. Law, 632, 90 Atl. 292; La Brasca *v.* Hinchman, 81 N. J. Law, 367, 79 Atl. 885."

Negligence—Injury Caused by Explosion of Bottle.—In Grant *v.* Graham Chero-Cola Bottling Co., 97 S. E. 27, Supreme Court of North Carolina held that a manufacturer of highly charged carbonated drinks may be liable for injuries to a final purchaser from the explosion of a bottle.

The court said in part: "The trial court instructed the jury that, if they found that the defendant company used in its business appliances in approved and general use, with competent and sufficient

workmen, and put in such drink only that quantity of gas pressure generally and at all times put in similar drinks by reasonably prudent and careful bottlers putting up such drinks, and also used that degree of care in selecting and inspecting the bottles in question and in having them filled and closed that would have been used by a man of reasonable care and prudence, and in putting up such drink from start to finish used that degree of care and prudence that would have been used by a man of reasonable care and prudence in handling and preparing the said article, then the defendant would not be guilty of negligence. If the injury was caused under the circumstances referred to above, after the defendant had used that degree of prudence and care, then the injury to plaintiff would have resulted from an accident and would not have been caused by the negligence of the defendant company.

"The plaintiff's counsel contend that the defendant's duty to the plaintiff and to the public cannot be measured by any such consideration; that the defendant owed to him the duty not to put into his hands as its customer a bottle charged with gas to that extent that it was dangerous to handle in the usual and customary method. The point is well taken. There is no evidence of what a prudent and reasonable man would do in bottling such explosive material. The evidence that other plants put up bottles of such beverages, which frequently exploded in like manner during the bottling, during transportation, and in the hands of customers, was not evidence that they were reasonable and prudent men, but, on the contrary, that they were as careless and negligent in their duty to the public and to their customers as this defendant. It does not exonerate this defendant that other establishments were careless and negligent. It is very certain that these establishments are not discharging their duty to the public and to their customers in putting out goods so prepared and bottled that there are numerous explosions liable to cause injury at any time, and which not infrequently have done so, as in Dail *v.* Taylor, 151 N. C. 287, 66 S. E. 135, and Cashwell *v.* Bottling Works, 174 N. C. 324, 93 S. E. 901.

"If the charge of the court were correct, it would license the defendant and other dealers in these highly charged carbonated drinks to place upon the market highly dangerous merchandise liable to explode and cause injury, such as the loss of plaintiff's eye, to all who handle these goods in the ordinary course of business without any liability on the part of the manufacturers. The manufacturer is liable even to the final purchaser, though there were no contractual dealings between them. Waters-Pierce Co. *v.* Deselms, 212 U. S. 159, 178, 179, 29 Sup. Ct. 270; Wellington *v.* Downer Co., 104 Mass. 64; Weiser *v.* Holzman, 33 Wash. 87, 73 Pac. 797, 99 Am. St. Rep. 932."